

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **1994-01-10**
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SUBJECT COMPANY

MESA INC

CIK: **877930** | IRS No.: **752394500** | State of Incorpor.: **TX** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: **005-42459** | Film No.: **94500904**
SIC: **1311** Crude petroleum & natural gas

Business Address
*P O BOX 2009 2600
TRAMMELL CROW CTR
2001 ROSS AVE
DALLAS TX 75201
2149692200*

FILED BY

PICKENS BOONE

CIK: **898680** | State of Incorpor.: **TX** | Fiscal Year End: **1231**
Type: **SC 13D/A**

Business Address
*2001 ROSS AVE
SUITE 2600
DALLAS TX 75201
2149692200*

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

=====

(Amendment No. 3)

Under the Securities Exchange Act of 1934*

MESA INC.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

590911 10 3

(CUSIP Number)

Boone Pickens
2001 Ross Avenue, Suite 2600
Dallas, Texas 75201
(214) 969-2200

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

January 5, 1994

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box ____.

Check the following box if a fee is being paid with this statement ____.
(A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of less than five percent of such class. See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

*The remainder of this cover page should be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 590911 10 3

(1) Names of Reporting Persons S.S. or I.R.S. Identification Nos. of above Persons

BOONE PICKENS
###-##-####

(2) Check the Appropriate Box if a Member of a Group

(a) _____
(b) _____

(3) SEC Use Only

(4) Source of Funds

PF, 00

(5) Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

X

(6) Citizenship or Place of Organization

United States Citizen

Number of	(7) Sole Voting Power	3,040,126 Shares
Shares Bene-	-----	
ficially	(8) Shared Voting Power	-0-
Owned by	-----	

Each Report- ing Person	(9)	Sole Dispositive Power	3,040,126 Shares
With	(10)	Shares Dispositive Power	-0-
(11) Aggregate Amount Beneficially Owned by Each Reporting Person			
3,040,126 Shares			
(12) Check if the Aggregate Amount in Row (11) Excludes Certain Shares			
			X -----
(13) Percent of Class Represented by Amount in Row (11)			
6.34%			
(14) Type of Reporting Person (See Instructions) IN			

Boone Pickens, an individual residing in Dallas County, Texas, hereby amends and supplements his Statement on Schedule 13D as originally filed on November 11, 1992 and as amended through Amendment No. 2 thereto filed September 21, 1993 (as amended, the "Original Statement"), with respect to the common stock, par value \$.01 per share (the "Common Stock"), of MESA Inc., a Texas corporation ("Mesa").

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 of the Original Statement is hereby amended and supplemented as follows:

In connection with the conversion of MLP into corporate form on December 31, 1991, the common units of MLP owned by Mr. Pickens, as well as his general partner interests in MLP and its direct subsidiary partnerships, were converted into general partner interests in each of such direct subsidiary partnerships. Such general partner interests were convertible into an aggregate of 1,667,560 shares of Common Stock pursuant to a Conversion Agreement dated December 31, 1991 between Mesa, Mr. Pickens and Pickens Operating Co., a Texas corporation wholly owned by Mr. Pickens that served as the corporate general partner of Mesa's direct subsidiary partnerships ("POC"). The Conversion Agreement was filed as Exhibit 1 to the Original Statement and the information contained therein is incorporated by reference herein in its entirety.

Pursuant to the terms of the Conversion Agreement, effective December 31, 1993, Mr. Pickens converted 25% of his general partner interests in Mesa's direct subsidiary partnerships into an aggregate of 416,890 shares of

Common Stock.

On January 5, 1994, Mesa effected the mergers of four of its subsidiary partnerships into new corporations wholly owned by the Company. Pursuant to such mergers, Mr. Pickens' remaining general partner interests in Mesa's subsidiary partnerships were converted into shares of Common Stock. An aggregate of 1,250,670 shares of Common Stock were issued to Mr. Pickens pursuant to such mergers, the same number of shares of Common Stock Mr. Pickens would have received upon conversion of his remaining general partnership interests pursuant to the Conversion Agreement. Accordingly, Mr. Pickens no longer owns any general partnership interests in Mesa's subsidiary partnerships. The aggregate of 1,667,560 shares of Common Stock issued to Mr. Pickens pursuant to (i) his conversion of a portion of his general partner interests in the subsidiary partnerships and (ii) the mergers described above, are owned by him either directly, or indirectly through POC.

The mergers were effected pursuant to an Agreement of Merger, which is attached as Exhibit 4 hereto and the information contained therein is incorporated by reference herein in its entirety.

Pursuant to Rule 13d-3(d), Mr. Pickens is deemed to beneficially own 640,000 shares of Common Stock subject to options which are currently exercisable by him. All such options were granted pursuant to Mesa's 1991 Common Stock Option Plan (the "Option Plan") and the terms of such options are set forth in a related agreement between Mesa and Mr. Pickens (the "Option Agreement"). All such options have an exercise price of \$6.8125 per share. The Option Plan and the Option Agreement were attached as Exhibits 2 and 3 to the Original Statement and the information contained therein is incorporated by reference herein in its entirety.

Mr. Pickens used \$316,875 of personal funds (exclusive of commissions) to acquire the 50,000 shares of Common Stock referred to in the table set forth in Item 5 below.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Original Statement is hereby amended and supplemented as follows:

As of January 10, 1994, Mr. Pickens beneficially owns an aggregate of 3,040,126 shares of Common Stock (approximately 6.34% of the 47,762,038 shares of Common Stock deemed to be outstanding, including those Mr. Pickens has the right to acquire within sixty days pursuant to his employee stock options). Except as set forth on the table below, Mr. Pickens has not engaged in any transactions in Common Stock during the past sixty days. The following table sets forth certain information regarding shares of Common Stock purchased by Mr. Pickens since the date of Amendment No. 2 to the Original Statement.

Date	Number of Shares Purchased	Price Per Share
November 29, 1993.....	35,000	\$6.375
November 29, 1993.....	15,000	6.50

The foregoing purchases were effected in open market transactions on the New York Stock Exchange. The price paid as referred to above excludes commissions.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Original Statement is hereby amended and supplemented as follows:

The information set forth with respect to the Agreement of Merger referred to in Item 3 is incorporated herein by reference.

Item 7. Material to be filed as Exhibits.

Item 7 of the Original Statement is hereby amended and supplemented as follows:

4. Agreement of Merger dated January 5, 1994 among MESA Inc., Boone Pickens, Pickens Operating Co. and certain other parties.

SIGNATURE
=====

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: January 10, 1994

/s/ Boone Pickens

Boone Pickens

AGREEMENT OF MERGER

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This AGREEMENT OF MERGER (this "Agreement"), dated as of January 5, 1994, is entered into by and among MESA Inc., a Texas corporation (the "Company"), Mesa Operating Limited Partnership, a Delaware limited partnership ("MOLP"), Mesa Midcontinent Limited Partnership, a Delaware limited partnership ("MMLP"), Mesa Holding Limited Partnership, a Delaware limited partnership ("MHLP"), Mesa Environmental Ventures Limited Partnership, a Delaware limited partnership ("MEVLP"), Mesa Sub 1, Inc., a Delaware corporation ("Sub 1"), Mesa Sub 2, Inc., a Delaware corporation ("Sub 2"), Mesa Sub 3, Inc., a Delaware corporation ("Sub 3"), Mesa Sub 4, Inc., a Delaware corporation ("Sub 4"), Boone Pickens, Pickens Operating Co., a Texas corporation wholly owned by Mr. Pickens ("POC"), and Mesa Environmental Co., a Texas corporation wholly owned by Mr. Pickens ("MEC"), and sets forth, among other things, the terms and provisions governing the merger of MOLP with and into Sub 1 (the "Sub 1 Merger"), the merger of MMLP with and into Sub 2 (the "Sub 2 Merger"), the merger of MHLP with and into Sub 3 (the "Sub 3 Merger") and the merger of MEVLP and MEC with and into Sub 4 (the "Sub 4 Merger" and, together with the Sub 1 Merger, the Sub 2 Merger and the Sub 3 Merger, the "Mergers").

RECITALS:

WHEREAS, the Company desires to effect the Mergers in order to convert all of its subsidiary partnerships (other than Hugoton Capital Limited Partnership, a Delaware limited partnership ("HCLP")) into subsidiary corporations and simplify its organizational structure;

WHEREAS, Section 15.2 of the partnership agreements of each of MOLP, MMLP, MHLP and MEVLP provides that such partnerships may merge or consolidate with or into one or more limited partnerships or other business entities (as defined) upon the affirmative vote of its general partner(s) and limited partner (the term "General Partner" as used herein meaning POC and Mr. Pickens, collectively, in the case of MOLP, MMLP and MHLP, and meaning MEC in the case of MEVLP); and

WHEREAS, the Mergers and the concurrent transfer by Mr. Pickens to the Company of the outstanding common stock of Pickens Hugoton Company, a Texas corporation wholly owned by Mr. Pickens and the general partner of HCLP ("PHC"), will result in the conversion of the outstanding general partnership interests in MOLP, MMLP, MHLP and MEVLP and the common stock of PHC held by the Mr. Pickens and/or POC into the same number of shares of common stock, par value \$.01 per share ("Company Common Stock"), of the Company as Mr. Pickens and POC would have received if they had elected to convert their general partner interests in MOLP, MMLP and MHLP into Company Common Stock pursuant to the Conversion Agreement, dated as of December 31, 1991, by and between the Company, Mr. Pickens and POC; and

NOW THEREFORE, in consideration of the mutual covenants, conditions and

agreements herein contained, the parties agree as follows:

ARTICLE I.

THE TRANSACTION

Subject to the terms and conditions hereinafter set forth,

(i) the Company will transfer all of the units of its limited partnership interest in (a) MOLP (the "MOLP LP Units") to Sub 1 in exchange for shares of the common stock, par value \$.01 per share, of Sub 1, (b) MMLP (the "MMLP LP Units"), to Sub 2 in exchange for shares of the common stock, par value \$.01 per share, of Sub 2, (c) MHLP (the "MHLP LP Units") to Sub 3 in exchange for shares of the common stock, par value \$.01 per share, of Sub 3;

(ii) MHLP will transfer all of the units of its limited partnership interest in MEVLP (the "MEVLP LP Units") to Sub 4 in exchange for shares of the common stock, par value \$.01 per share, of Sub 4;

(iii) at the Effective Time (as defined in Section 8.1 hereof) and pursuant to the Mergers (a) MOLP will merge with and into Sub 1, (b) MMLP will merge with and into Sub 2, (c) MHLP will merge with and into Sub 3 and (d) MEVLP and MEC will merge with and into Sub 4;

(iv) at the Effective time, Mr. Pickens will transfer all of the outstanding common stock of PHC to the Company;

(v) at the Effective Time and pursuant to the Mergers and the concurrent transfer of the outstanding common stock of PHC by Mr. Pickens to the Company, each unit of the general partnership interest in MOLP (a "MOLP GP Unit"), together with one unit of the general partnership interest in MMLP (a "MMLP GP Unit"), one unit of the general partnership interest in MHLP (a "MHLP GP Unit"), and a proportionate interest in the outstanding common stock of each PHC and MEC (a "PHC Interest" and an "MEC Interest," respectively, and together with one MOLP GP Unit, one MMLP GP Unit and one MHLP GP Unit, a "Combined GP Unit"), now held by Mr. Pickens and/or POC will be converted into one share of Company Common Stock; and

(vi) all such Combined GP Units (other than the portion represented by shares of PHC common stock, which will remain outstanding and be held by the Company) will be cancelled.

ARTICLE II.

MERGER OF MOLP WITH AND INTO SUB 1

SECTION 2.1 Transfer of MOLP LP Units. Immediately prior to the Effective Time, the Company shall transfer and contribute all the MOLP LP Units owned by the Company to Sub 1 and Sub 1 shall issue to the Company in exchange therefor all shares of Sub 1 common stock issued and outstanding at such time.

SECTION 2.2 Surviving Corporation. In accordance with the provisions of this Agreement, the Delaware General Corporation Law (the "DGCL") and the Delaware Revised Uniform Limited Partnership Act (the "DRULPA"), at the Effective Time, MOLP shall merge with and into Sub 1, Sub 1 shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Delaware, and the separate existence of MOLP shall cease.

SECTION 2.3 Assets and Liabilities.

(a) At the Effective Time, all rights, title and interests to all real estate and all other property owned by MOLP and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of MOLP of any kind or character shall be vested in Sub 1 without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred. From and after the Effective Time, Sub 1 shall be liable and responsible for all liabilities and obligations of MOLP of any kind or character, and any proceeding pending against MOLP may be continued as if the Sub 1 Merger had not taken place, or Sub 1 may be substituted in place of MOLP in any such proceeding.

(b) At the Effective Time, all rights, title and interests to all real estate and other property owned by Sub 1 and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of Sub 1 of any kind or character shall remain vested in Sub 1 and shall be unaffected and unimpaired by the Sub 1 Merger. From and after the Effective Time, Sub 1 shall continue to be liable and responsible for all of its liabilities and obligations of any kind or character.

SECTION 2.4 Certificate of Incorporation. The Certificate of Incorporation of Sub 1, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Certificate of Incorporation of Sub 1; provided, however, that the name of Sub 1 shall be changed to "Mesa Operating Co." at the Effective Time.

SECTION 2.5 Bylaws. The Bylaws of Sub 1, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Bylaws of Sub 1, until amended as provided by law.

SECTION 2.6 Directors and Officers. The directors and officers of Sub 1 in office immediately prior to the Effective Time shall thereafter continue to be the directors and officers of Sub 1, each to hold office in accordance with the Certificate of Incorporation and Bylaws of Sub 1.

ARTICLE III.

MERGER OF MMLP WITH AND INTO SUB 2

SECTION 3.1 Transfer of MMLP LP Units. Immediately prior to the Effective Time, the Company shall transfer and contribute all the MMLP LP Units owned by the Company to Sub 2 and Sub 2 shall issue to the Company in exchange therefor all shares of Sub 2 common stock issued and outstanding at such time.

SECTION 3.2 Surviving Corporation. In accordance with the provisions of this Agreement, the DGCL and the DRULPA, at the Effective Time MMLP shall merge with and into Sub 2, Sub 2 shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Delaware, and the separate existence of MMLP shall cease.

SECTION 3.3 Assets and Liabilities.

(a) At the Effective Time, all rights, title and interests to all real estate and all other property owned by MMLP and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of MMLP of any kind or character shall be vested in Sub 2 without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred. From and after the Effective Time, Sub 2 shall be liable and responsible for all liabilities and obligations of MMLP of any kind or character, and any proceeding pending against MMLP may be continued as if the Sub 2 Merger had not taken place, or Sub 2 may be substituted in place of MMLP in any such proceeding.

(b) At the Effective Time, all rights, title and interests to all real estate and other property owned by Sub 2 and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of Sub 2 of any kind or character shall remain vested in Sub 2 and shall be unaffected and unimpaired by the Sub 2 Merger. From and after the Effective Time, Sub 2 shall continue to be liable and responsible for all of its liabilities and obligations of any kind or character.

SECTION 3.4 Certificate of Incorporation. The Certificate of Incorporation of Sub 2, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Certificate of Incorporation of Sub 2; provided, however, that the name of Sub 2 shall be changed to "Mesa Midcontinent Co." at the Effective Time.

SECTION 3.5 Bylaws. The Bylaws of Sub 2, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Bylaws of Sub 2, until amended as provided by law.

SECTION 3.6 Directors and Officers. The directors and officers of Sub 2 in office immediately prior to the Effective Time shall thereafter continue to be the directors and officers of Sub 2, each to hold office in accordance with the Certificate of Incorporation and Bylaws of Sub 2.

ARTICLE IV.

MERGER OF MMLP WITH AND INTO SUB 3

SECTION 4.1 Transfer of MMLP LP Units. Immediately prior to the Effective Time, the Company shall transfer and contribute all the MMLP LP Units owned by the Company to Sub 3 and Sub 3 shall issue to the Company in exchange therefor all shares of Sub 3 common stock issued and outstanding at such time.

SECTION 4.2 Surviving Corporation. In accordance with the provisions of this Agreement, the DGCL and the DRULPA, at the Effective Time and MHLP shall merge with and into Sub 3, Sub 3 shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Delaware, and the separate existence of MHLP shall cease.

SECTION 4.3 Assets and Liabilities.

(a) At the Effective Time, all rights, title and interests to all real estate and all other property owned by MHLP and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of MHLP of any kind or character shall be vested in Sub 3 without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred. From and after the Effective Time, Sub 3 shall be liable and responsible for all liabilities and obligations of MHLP of any kind or character, and any proceeding pending against MHLP may be continued as if the Sub 3 Merger had not taken place, or Sub 3 may be substituted in place of MHLP in any such proceeding.

(b) At the Effective Time, all rights, title and interests to all real estate and other property owned by Sub 3 and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of Sub 3 of any kind or character shall remain vested in Sub 3 and shall be unaffected and unimpaired by the Sub 3 Merger. From and after the Effective Time, Sub 3 shall continue to be liable and responsible for all of its liabilities and obligations of any kind or character.

SECTION 4.4 Certificate of Incorporation. The Certificate of Incorporation of Sub 3, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Certificate of Incorporation of Sub 3; provided, however, that the name of Sub 3 shall be changed to "Mesa Holding Co." at the Effective Time.

SECTION 4.5 Bylaws. The Bylaws of Sub 3, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Bylaws of Sub 3, until amended as provided by law.

SECTION 4.6 Directors and Officers. The directors and officers of Sub 3 in office immediately prior to the Effective Time shall thereafter continue to be the directors and officers of Sub 3, each to hold office in accordance with the Certificate of Incorporation and Bylaws of Sub 3.

ARTICLE V.

MERGER OF MEVLP AND MEC WITH AND INTO SUB 4

SECTION 5.1 Transfer of MEVLP LP Units. Immediately prior to the Effective Time, MHLP shall transfer and contribute all the MEVLP LP Units owned by the MHLP to Sub 4 and Sub 4 shall issue to MHLP in exchange therefor all shares of Sub 4 common stock issued and outstanding at such time.

SECTION 5.2 Surviving Corporation. In accordance with the provisions of this Agreement, the DGCL and the DRULPA, at the Effective Time and MEVLP and MEC shall merge with and into Sub 4, Sub 4 shall be the surviving corporation and shall continue its corporate existence under the laws of the State of Delaware, and the separate existence of MEVLP and MEC shall cease.

SECTION 5.3 Assets and Liabilities.

(a) At the Effective Time, all rights, title and interests to all real estate and all other property owned by each of MEVLP and MEC and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of each of MEVLP and MEC of any kind or character shall be vested in Sub 4 without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred. From and after the Effective Time, Sub 4 shall be liable and responsible for all liabilities and obligations of each of MEVLP and MEC of any kind or character, and any proceeding pending against either of MEVLP and MEC may be continued as if the Sub 4 Merger had not taken place, or Sub 4 may be substituted in place of MEVLP or MEC, as applicable, in any such proceeding.

(b) At the Effective Time, all rights, title and interests to all real estate and other property owned by Sub 4 and all other claims, goodwill, rights, entitlements, powers, privileges, immunities and franchises of Sub 4 of any kind or character shall remain vested in Sub 4 and shall be unaffected and unimpaired by the Sub 4 Merger. From and after the Effective Time, Sub 4 shall continue to be liable and responsible for all of its liabilities and obligations of any kind or character.

SECTION 5.4 Certificate of Incorporation. The Certificate of Incorporation of Sub 4, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Certificate of Incorporation of Sub 4; provided, however, that the name of Sub 4 shall be changed to "Mesa Environmental Ventures Co." at the Effective Time.

SECTION 5.5 Bylaws. The Bylaws of Sub 4, as in effect immediately prior to the Effective Time, shall thereafter continue in full force and effect as the Bylaws of Sub 4, until amended as provided by law.

SECTION 5.6 Directors and Officers. The directors and officers of Sub 4 in office immediately prior to the Effective Time shall thereafter continue to be the directors and officers of Sub 4, each to hold office in accordance with the Certificate of Incorporation and Bylaws of Sub 4.

ARTICLE VI.

CONVERSION OF COMBINED GP UNITS AND CANCELLATION OF LP UNITS

At the Effective Time and pursuant to the Mergers and the concurrent transfer of the outstanding common stock of PHC by Mr. Pickens to the Company (i) each Combined GP Unit outstanding shall be converted into one share of

Company Common Stock and (ii) each MOLP LP Unit, MMLP LP Unit, MHLPLP Unit, MEVLP LP Unit and MEC Interest that is issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist. The PHC Interest, represented by the common stock of PHC to be transferred by Mr. Pickens to the Company at the Effective Time shall remain outstanding. The remaining portion of the Combined GP Units will be cancelled.

ARTICLE VII.

TERMINATION

SECTION 7.1 Termination. This Agreement may be terminated and the Mergers and the transfer of shares of PHC by Mr. Pickens to the Company may be abandoned by mutual consent of the Company, Mr. Pickens and POC at any time prior to the filing of the certificates and articles of merger referred to in Section 8.1 below with the Secretaries of State of the States of Delaware and Texas, as applicable.

SECTION 7.2 Effect of Termination. In the event of termination of this Agreement as provided in Section 7.1, written notice thereof will promptly be given to the other parties, and this Agreement will forthwith terminate without further action by any other party hereto. If this Agreement is terminated as so provided, however, there will be no liabilities or obligations hereunder on the part of any party hereto, except that nothing herein will relieve any party hereto from liability for any breach of this Agreement.

ARTICLE VIII.

MISCELLANEOUS

SECTION 8.1 Effective Time. The Mergers shall become effective at such time (the "Effective Time") as shall be set forth in the certificates of merger to be filed with respect to each of the Mergers with the Secretary of State of the State of Delaware. The Effective Time to be set forth in such certificates of merger shall be 6:00 p.m., Eastern Standard Time, on January 5, 1994.

SECTION 8.2 Notices. All notices and other communications to be given or made hereunder by any party shall be delivered by first class mail, or by personal delivery, postage or fees prepaid, to the other party at 2600 Trammell Crow Center, 2001 Ross Avenue, Dallas, Texas 75201.

SECTION 8.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 8.4 Governing Law.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (except to the extent the laws of the State of

Texas shall apply to the Sub 4 Merger, to which extent the laws of the State of Texas shall govern).

SECTION 8.5 Vote of Partners and Consent of Shareholders. The signatures set forth below of the limited and general partners of each of MOLP, MMLP, MHLP and MEVLP shall constitute the affirmative vote of such partners for all purposes (including under applicable law and the partnership agreements of such partnerships) with respect to the transactions referred to herein (including (i) the transfers of MOLP LP Units, MMLP LP Units, MHLP LP Units and MEVLP LP Units and (ii) the Mergers) as they relate to their respective partnership interests. The signature set forth below of the Company shall constitute its consent for all purposes (including under applicable law and the partnership agreements of MOLP, MMLP and MHLP), as the sole shareholder of each of Sub 1, Sub 2 and Sub 3, to the Sub 1 Merger, the Sub 2 Merger and the Sub 3 Merger, respectively. The signature set forth below of MHLP shall constitute its consent for all purposes (including under applicable law and the partnership agreement of MEVLP), as the sole shareholder of Sub 4, to the Sub 4 Merger. The signature set forth below of Mr. Pickens shall constitute his consent for all purposes (including under applicable law and the partnership agreement of MEVLP), as the sole shareholder of MEC, to the Sub 4 Merger.

SECTION 8.6 Consent to Transfer of Limited Partnership Interest. The signatures of the General Partner of each of MOLP, MMLP, MHLP and MEVLP set forth below shall constitute acknowledgement of the consent of such General Partner to the transfer by the Company of its MOLP LP Units, MMLP LP Units and MHLP LP Units to Sub 1, Sub 2 and Sub 3, respectively, and the transfer by MHLP of its MEVLP LP Units to Sub 4, as applicable.

SECTION 8.7 Consent to Admission of Successor Limited Partner. The signatures set forth below of (i) Sub 1, Sub 2, Sub 3 and Sub 4 shall constitute evidence of the acceptance of each of Sub 1, Sub 2, Sub 3 and Sub 4 of all the terms and conditions of the partnership agreements of each of MOLP, MMLP, MHLP and MEVLP, respectively, as required by Article XII of such partnership agreements and (ii) the General Partner of each of MOLP, MMLP, MHLP and MEVLP shall constitute the consent of such General Partner to the admission of Sub 1, Sub 2, Sub 3 and Sub 4 as successor limited partners to MOLP, MMLP, MHLP and MEVLP, respectively.

IN WITNESS WHEREOF, undersigned have caused this Agreement to be executed as of the date first above written.

MESA INC.

By: /s/ Paul W. Cain

Paul W. Cain
President

MESA OPERATING LIMITED PARTNERSHIP

By General Partners:

/s/ Boone Pickens

Boone Pickens

Pickens Operating Co.

By: /s/ Paul W. Cain

Paul W. Cain
President

By Limited Partner:

MESA Inc.

By: /s/ Paul W. Cain

Paul W. Cain
President

MESA MIDCONTINENT LIMITED
PARTNERSHIP

By General Partners:

/s/ Boone Pickens

Boone Pickens

Pickens Operating Co.

By: /s/ Paul W. Cain

Paul W. Cain
President

By Limited Partner:

MESA Inc.

By: /s/ Paul W. Cain

Paul W. Cain
President

MESA HOLDING LIMITED PARTNERSHIP

By General Partners:

/s/ Boone Pickens

Boone Pickens

Pickens Operating Co.

By: /s/ Paul W. Cain

Paul W. Cain
President

By Limited Partner:

MESA Inc.

By: /s/ Paul W. Cain

Paul W. Cain
President

MESA SUB 1, INC.

By: /s/ Paul W. Cain

Paul W. Cain
President

MESA SUB 2, INC.

By: /s/ Paul W. Cain

Paul W. Cain
President

MESA SUB 3, INC.

By: /s/ Paul W. Cain

Paul W. Cain
President

PICKENS OPERATING CO.

By: /s/ Paul W. Cain

Paul W. Cain
President

/s/ Boone Pickens

Boone Pickens

MESA ENVIRONMENTAL VENTURES
LIMITED PARTNERSHIP

By General Partner:

By: /s/ Paul W. Cain

Paul W. Cain
President

By Limited Partner:

Mesa Holding Limited
Partnership

By General Partners:

Pickens Operating Co.

By: /s/ Paul W. Cain

Paul W. Cain
President

/s/ Boone Pickens

Boone Pickens

MESA ENVIRONMENTAL CO.

By: /s/ Paul W. Cain

Paul W. Cain
President

MESA SUB 4, INC.

By: /s/ Paul W. Cain

Paul W. Cain

President